

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

In re: FLUOROQUINOLONE
PRODUCTS LIABILITY LITIGATION

This Document Relates to All Cases

MDL NO. 15-2642 (JRT)

**ORDER APPOINTING LIEN
RESOLUTION ADMINISTRATOR
AND AUTHORIZING DISCLOSURE
OF PLAINTIFFS' PROTECTED
INFORMATION**

Before the Court is the Uncontested Motion of Plaintiffs' Co-Lead Counsel (the "PLC") to Appoint a Lien Resolution Administrator and to Authorize Disclosure of Plaintiffs' Protected Health Information (the "Motion"), filed on July 24, 2019. Having considered the Motion, the record of these proceedings, the arguments and recommendation of the PLC, and the requirements of law, the Court hereby **GRANTS** the Motion. Accordingly, pursuant to 45 C.F.R. § 164.512(a), (e)(1)(i).

IT IS SO ORDERED as follows:

1. ARCHER Systems, LLC ("ARCHER") is appointed as the Lien Resolution Administrator for the confidential Settlement Agreement ("Settlement") reached between Bayer Healthcare Pharmaceuticals, Inc., Bayer Corporation, Bayer Pharma AG, Bayer AG and Merck & Co., Inc., and Plaintiffs identified on Exhibit A to the Motion (hereinafter, "Plaintiffs").
2. ARCHER, as the Lien Resolution Administrator for the above referenced Settlement, is authorized to act as the agent for Plaintiffs for the purpose of identifying and

resolving potential liens or recovery of claims for medical items, services, and/or prescription drugs related to the above referenced Settlement with all Healthcare Entities in any manner deemed necessary or advisable by ARCHER, including, but not limited to, (a) *en masse* data submissions with Healthcare Entities for the purpose of identifying healthcare coverage information sources, including, but not limited to, www.mymedicare.gov. ARCHER's obligation to resolve any such liens or recovery claims, however, shall be governed by the terms of ARCHER's contact(s) with the PLC and nothing in this Order shall be construed to impose any duties or obligations on ARCHER.

3. ARCHER, as the Lien Resolution Administrator for the above referenced Settlement, is exclusively authorized to develop and administer a uniform and consolidated process with the Centers for Medicare and Medicaid Services ("CMS") for the global identification and resolution of Medicare Part A and/or Part B fee-for-service reimbursement claims on behalf of all Plaintiffs who are or were Medicare beneficiaries.

4. Any Healthcare Entity who receives a request from ARCHER, in the performance of its functions and duties and the Lien Resolution Administrator, for a Plaintiff's Protected Health Information is authorized and required to disclose that information to ARCHER in response to the request. If ARCHER requests that the Healthcare Entity disclose Plaintiffs' Protected Health Information in a list or other aggregated format, the Healthcare Entity may disclose Plaintiffs' Protected Health

Information to ARCHER in the format requested in lieu of submitting such information on a case-by-case basis.

5. ARCHER is authorized to disclose a Plaintiff's Protected Health Information to Healthcare Entities in the performance of its functions and duties as the Lien Resolution Administrator. In making such disclosures, ARCHER is authorized to disclose Plaintiffs' Protected Health Information to Healthcare Entities in lists or other aggregated formats in lieu of submitting such information on a case-by-case basis.

6. Consistent with 45 C.F.R. § 164.512(a), (e)(1)(i), HIPPA authorizations are not required for any disclosure requested or made pursuant to this Order.

7. As used herein, "HIPPA" shall mean the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936 (1996) and the implementing regulations issued thereunder, 45 C.F.R. Parts 160, 162, and 164, and shall incorporate by reference the provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009)).

8. As used herein, "Healthcare Entity" means any Governmental Payor, Medicare Part C Program sponsor, other private health plan (whether insured or self-funded), payor, or provider, or other Covered Entity, and any Business Associate of one of the foregoing persons or entities.

9. As used herein, “Governmental Payor” means any federal, state or other governmental body agency, department, plan, program, or entity that administer, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs. These include the federal Medicare fee-for-service (Parts A and B) program administered by CMS; the Medicare Secondary Payer Department; the Medicaid programs of each state and territory and of the District of Columbia; the Veterans Administration; the Defense Health Agency (previously managed by TRICARE); and Indian Health Services.

10. As used herein, “Medicare Part C Program” means the program under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits are administered by private entities that contract with CMS.

11. As used herein, “Covered Entity” has the meaning set forth in 45 C.F.R. § 160.103.

12. As used herein, “Business Associate” has the meaning set forth in 45 C.F.R. § 160.103.

13. As used herein, “Protected Health Information” has the meaning set forth in 45 C.F.R. § 160.103.

Dated: July 30, 2019
at Minneapolis, Minnesota

s/John R. Tunheim
JOHN R. TUNHEIM
Chief Judge
United States District Court